(1933.) Department.

Ms SERIES.

G.O. No. 448

DATED 11. 3. 1933.

From

Mrs. M.S.Sreshta,
The Honorary Secretary,
Mangalore Ladies' Club,
M a n g a l o r e.

To

Khan Bahadur J. Hussain Saheb Bahadur, Bar-at-Law
The Collector of South Kanara,
Mangalore.

In G. O. Mis. No. 1417 Revenue, dated 23rd June the Government sanctioned the grant to the Mangalore adies' Club of a tenancy at will in respect of 1.18 cres of land in Attavar Village, Mangalore Town, subject among other conditions to the payment of an annual ground rent of Rs. 118/- in respect of the site.

In October 1927 the Club made representations that the ground rent of Re. 1/- per cent of land which was being annually levied was very heavy and requested that the same might be reduced.

will, that in the event of ejectment by Government. the buildings and the well constructed by the Club should be paid for, the Honorary Secretary pointed out that the alienation of the site could be made to the Club subject to the assessment of Rs. 6-4-0 an acre revisable at re-settlement and subject to the other conditions of alienation, except conditions (1) (c) and (3) of the proposed grant.

5 The Government however in their G. O. 1859 Mis. dated 11th August 1928 held that as the Club was not prepared to accept <u>all</u> the conditions of the alienation, the existing tenancy should continue.

6 The Club is still in its infancy and its working is still dependant to a great extent on outside help such as benefit performances, variety entertainments and sales, the subscription from members and any donations being hardly sufficient for its legitimate purposes. Besides providing healthy recreation to its members for which an impetus is given by the award by two permanent silver cups for bridge and tennis, presented by two of its prominent well wishers, the Club maintains a reading room with a decent library (provided by gift of books from friends and well-wishers) thereby affording facilities for the intellectual development of the members.

Relief Committee and the Health and Welfare Association with special reference to its Baby Shows which were invariably held in the Club premises. This Club has been doing its bit in social service and in the up-lift of the women of the District as a whole.

8 The stability of the Club is now fairly established as it has already existed for the last 13 years. It is further registered under the Registration of Societies Act.

9 Under these circumstances, the Club has a moral claim on the Government for some help and support and this could best be done by a reduction of the heavy ground rent that is being levied from the Club in respect of a land which was an uneven, rugged and rocky waste and which they have had to improve at enormous cost before they could build upon it. The only reason why the Club could not accept all the conditions of the proposed alienation was that it was not prepared to part with an advantage which it had already obtained under the tenancy at will, namely, that the Government had assured them the grant of compensation for buildings and well in the event of eviction. This objection cannot be regarded as an unreasonable one. All the conditions of the alienation could be enforced in a case when land is alienated for the first time to a new institution, but they may require

from that a sum of Rs. 313/ was received at benefit performances and Rs. 330/ were obtained by sale of exhibits presented by members or well wishers of the Club at the exhibitions. These receipts which are extraordinary in their nature amounted to Rs. 1,048- 4- 6 and but for them there would not have been a cash balance of Rs. 525- 7- 1 at the close of the period. This amount is a sort of reserve fund and it is absolutely necessary for the further development of our institution whose needs are daily growing. A well is absolutely necessary.

As matters stand the annual ground rent of Rs. 118/- is a serious drain on the slender resources of the Club and I respectfully request that you may be pleased to reconsider this grievance and to recommend the reduction of the ground rent to Rs. 6-4-0 an acre, the rate which obtains in the case of alienations to public Institutions. I may also add that the Municipality has reduced the Municipal taxes to the minimum limit in the case of this Club about two years ago, having regard to the useful work done by it and its low financial condition.

Statement of Accounts for the year ending

Receipts

Monthly subscriptions ..	Rs.	585-	0-	0
Annual subscriptions ..	"	14-	0-	0
Entrance fees	"	4-	0-	0
Donations	"	70-	0-	0
Tennis fees	"	94-	8-	0
Rent of watcher	"	3	0	0
Sale of papers	"	1	0	0
Sale of grass	"	1	8	0
Recoveries from Mr. P. B. Saldanha ..	"	41	0	0
Balance on 1 1 1929 ..	"	31	1	11
	Rs.	845-	1-	11

Expenditure

Lease rent ..	118-	0-	0
Lady clerk ..	84-	0-	0
Club boy ..	120-	0-	0
Tennis up-keep	44-	5	0
Tennis court wc	175	15	0
Lighting	2-	2-	0
Municipal tax	33-	0-	0
Stationary, typing etc.	10-	25-	0
In connection with lecture	4-	0-	0
Newspapers ..	55-	12-	0
Legal fees ..	50-	0-	0
Sundries ..			

Statement of accounts for the year ending 31-12-1930.

Receipts

By Monthly subscriptions	Rs.	536-	0-	0
Annual subscriptions	"	28-	0-	0
Extrance fees	"	64	0-	0
Donations to Piano Fund	"	228-	0	0
Tennis fees	"	61	8-	0
Benefit performance and Variety entertainment		409	4-	6
Rent of watcher	"	3-	0-	0
Loan of chairs	"	6-	0-	0
Sale of papers	"	1	8-	0
Balance on 1 1 1930	"	139-	11	5
	Rs.	1472	12	11

Expenditure

Lease rent	Rs.	118-	8	0
Lady Clerk	"	90-	0-	0
Club boy	"	70-	0-	0
Municipal tax	"	33-	10	0
Piano expenses	"	269	4-	0
Tennis upkeep	"	51-	6-	0
Tennis fixtures	"	202-	14-	6
Newspapers	"	81-	12-	0
Socials	"	98-	8-	6
Stationary	"	22-	7-	0
Furniture	"	54-	0-	0
Extra watcher	"	12-	0-	0
	"	5-	0-	0
		6	8-	0
		0-	14	0
		11	12	9
		1 124-	0-	9
		300-	0-	0
		48-	15-	2
		1 472-	12-	11

Receipts

By Monthly subscriptions ..	Rs.	578-	9-	0
Annual subscriptions	"	24-	0-	0
Entrance fees	"	30-	0-	0
Tennis fees	"	70-	8-	0
Proceeds of sale at Exhibition	"	330-	0-	0
Piano and other donations ..	"	15-	0-	0
Rent of watcher	"	3-	0-	0
Sale of lamp	"	4-	0-	0
" of trees	"	1-	4-	0
" of papers.		0-	8-	0
Interest on deposit	"	3-	13-	3
Balance on 1-1-1931	"	£ 348-	15-	2
		Rs.1,409-	0	5

Lease rent	Rs.	118-	0-	0
Lady clerk	"	96-	0-	0
Club boy	"	60-	0-	0
Expenses of Club Stall at Exhibition ..	"	16-	0-	0
Stationary	"	24-	15	6
Socials		25-	1-	0
Newspapers and periodicals		65-	6-	0
Stationary		Ø-	12-	6
Extra watcher		18-	0-	0
Municipal tax		17-	6-	0
Tennis up-keep		98-	4-	6

REVENUE **DEPARTMENT.**

CURRENT No. Rev. 798 F

Received ..... 19 *Registered* 25.2. 1933.

L a n d --- (South Kanara) - Mangalore Taluk - Attavar village - T.S. Nos. 25. 82/1 and 83/1 A - Mangalore Ladies' Club - Reduction of ground rent.

Reference B No 5837/32-4.

Station ....., *Dated the* 23rd February 1933.

From

A.R. MacEwen Esq., M.C., I.C.S.,

Secretary, Land Revenue and

~~The~~ Board of Revenue, ~~Revenue~~ Settlement, ~~etc.~~

~~Separate Revenue.~~

for the reduction of ground-rent from Rs.100/- per acre to Rs.6-4-0 per acre in respect of the site of the Club, I may state the following :-

2. In G.O. No. Mis. 1417 Revenue, dated 23rd June 1921, communicated in B.P. No. 727 Mis., Land Revenue, dated 29th June 1921, the Government sanctioned the grant of a tenancy-at-will, in respect of 1.18 acres of land in ~~Arattar~~ Attavar village subject to the payment of ground rent revisable at resettlement, and subject also to a condition enabling the land to be resumed without cause shown on payment of the value of the buildings which may have been erected on the land by the Club. In October 1927, the Club made representations to Government requesting that the ground rent might be reduced. The Government desired to know whether the Club was willing to exchange the present title for an alienation of the land subject to the usual conditions of alienation and subject to the payment of ground rent at Rs.6-4-0 per acre, revisable at resettlement. The Club agreed to have the land alienated, but did not agree to conditions 1(c) and 3 of the conditions under para 10 of B.S.O. 24, on the ground that the present tenancy-at-will provided for the payment by Government of the value of the buildings and a well in the event of the determination of the tenancy the benefit of which it did not wish to lose.

3. In 1927, the then Collector (Mr. Gawne) did not recommend any concessions in view of a suit pending in the District Munsif's Court, Mangalore filed by one Pius Saldanha against the Mangalore Ladies' Club and the Secretary of State for India in Council for a declaration that he has been using two foot-paths passing through the club-site, and for an injunction to remove the obstructions ~~to~~ these, also because at the time the accounts of this Club were not before him. The suit was, subsequently, dismissed.

4. The rate of ground rent at Rs.100/- pe acre was adopted at that time according to the rules the in force basing it on the market value usually fixed for sites within the Municipality. But in G.O. No. 436 Press, dated 8th March 1927 a uniform rate of Rs.6-4-0 of ground rent has been fixed. revisable only at re-settlements.

5. From the statements of accounts for the years 1929, 1930 and 1931, furnished by the Secreta it can be seen that the present rate of Rs.100 per acre is heavy for an institution like this Club which has nothing to fall back upon except the subscriptions of its members and occasional donations.

6. The Club is a registered body. It i prepared to get the land alienated under B.S.O. 24, pro vided in the event of resumption the grant of compensa-tion for the buildings erected be paid to it, and which the tenancy-at-will tenure allows. The Club is not willing to lose this benefit as the buildings were raised by public subscriptions. If alienated, the option of giving this benefit rests with Government. In 1928, when proposals for alienation were started, Mr. Herbert observed that there was some force in what the Honorary Secretary states, but he did not recommend alienation without conditions 1(c) and 3 of the condi-tions under para 10 of B.S.O. No. 24, on the ground tha in the absence of these conditions, the resumption of the land would become a matter of some difficulty, possibly involving Government in litigation. To obviat this difficulty, I recommend that the present tenancy-a will tenure may be continued with the ground rent reduce to the prevailing rate of Rs.6-4-0 an acre.

7. In this connection, it may be mentioned that S. Nos. 94/A2, 94/A3 and 94/A4 of the aggregate extent of acres 1.20 situated on the same hill at a distance of only about 6 chains from it were alienated to the Mahila Sabha of Mangalore, a sister institution of the same type, on payment of ground-rent at Rs.75/- per acre in G.O. No. 3232 Revenue, dated 12-10-1917. In G.O. No. 256 Revenue, dated 19-1-1918, the ground rent was reduced to Rs.25/- per acre. In G.O. Mis. 2428 Revenue, dated 27-10-1919 again the Government were pleased to sanction the full remission of the ground rent in respect of the whole land.

8. The institution has been in existence for the last 13 years. It is open to all castes and creeds. It has interested itself, I learn, all along, in the activities of several institutions of this district such as Agricultural and Industrial exhibitions, the Flood Relief Committee, and the Health and Welfare Association. The object of the institution is to promote the welfare of the women, and it has been doing valuable service in this direction.

points out that as the existing buildings were constructe with the previous permission of the Collector, they may be regarded under the terms of the new grant as buildings constructed under condition (1) of paragraph 2 of G.O.No. 3232 Revenue, dated 12th October 1917 with the previous sanction of the local Government or of the Collector of the district. As regards condition (iii) under para 2 of the G.O. the Club says that the value of the tree-growth amounting to Re.0-12-6 has been paid.

2. The Club prays that it may be exempted from the liability to pay ground rent like the 'Mahila Sabha'. The exemption in the case of the latter institution was sanctioned in G,O. No. 2428 Mis., Rev., dated 27th October 1919; evidently in response to a request made to Lady Willingdon when she visited Mangalore. I cannot honestly say that the rate of Rs.6-4-0 per acre is burdensome.

The present value and the original cost of the buildings are approximately estimated at Rs.10,000/- and Rs.15,000/- respectively.

IV.

Board's Reference (Land Revenue & Settlement), No. B-5837/32-2, dated 5-12-1932.

V.

Letter from E.M. Gawne Esq., I.C.S., Collector of South Kanara, Ref No. A--6- 9228/32, dated 22nd December 1932.

VI.

Board's Reference (Land Revenue & Settlement) No. B-5837/32-3, dated 23-1-1933.

VII.

Letter from E.M. Gawne Esq., I.C.S., Collector of South Kanara, Ref (A6) B3 9228/32, d/6-2-1933.

Submitted to the Government.

2. The Board recommends that the lands which are now held by the Mangalore Ladies' Club on a tenancy at-will may be alienated to it on the same terms as those imposed in the case of the 'Mahila Sabha' and subject to the payment of an annual ground-rent of Rs.6-4-0 an acre and that the existing buildings may be considered to have been constructed with the permission of the Government. The Club has agreed to pay the ground rent of Rs.6-4-0 an acre.

To the Secretary to Government, Revenue Department,
with the petition from the Secretary,
Ladies' Club and the Collr's records.

Copy of Board's Reference B. No.5837/32-1 dated 25-10-32.

Read:--

Letter from the Collector of South Kanara, Ref. C.No.9228-32- A.6 dated 14th October, 1932.

Reference:--

Land -(South Kanara)- Mangalore taluk- Attavar village- T.S. Nos. 25, 82/1 and 83/1 A -Mangalore Ladies' Club- Reduction of ground rent -

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The Honorary Secretary of the Mangalore Ladies' Club had an interview with the Commissioner of Land Revenue and asked for reduction of the present lease amount to a ground rent of Rs.6/4/- an acre with continued security against loss of buildings or cost on resumption. There are two courses open to the Club either to ask for the same terms as the Mahila Sabha or to ask for a reduction of the lease amount, with the other terms of the lease maintained The Collector is requested to put this to it, making it clear that no assurance can at present be given that in either case its request would be allowed and to report which of these two courses it chooses definitely. He is also requested to report the present value and the original cost of the buildings on the land

(sd) A. Jagannadha Rao,
Asst. Secretary.

(1) The land shall be used as the site of [Here enter the purposes and the extent of land used for each purpose] and for no other purpose.

(2) ~~The~~ No buildings shall be ~~constructed within from the date of the grant.~~ erected on the land set apart for the tennis and badminton courts and for the flower yard and no new buildings shall be erected on the land without the previous permission of the Collector of the District

(3) The Government may resume the land, wholly or in part, with any buildings thereon, in the event of the infringement of any of the conditions of the grant, or if, in the opinion of the Government, the land is required for a public purpose, or for conducting mining operations.

(4) In the event of such resumption, if there are buildings on the land, the Government may, at their option, either

(a) purchase the buildings, or

(b) allow the grantee to purchase the land at its value on the date of the sale, ~~or~~

~~(c) direct the grantee to remove the buildings.~~

in the event of the acquisition of land for any reason, the compensation payable therefor shall in no case exceed the initial cost, or the value at the time of resumption or acquisition, whichever may be less, ~~of any buildings erected~~ of the buildings and the well now existing on the land and of any buildings which may hereafter be erected ~~or other improvements effected~~ on the land by the grantee in accordance with the terms of the grant. But in no circumstance shall any compensation be paid by the Govt in respect of buildings constructed in ~~error~~ contravention of condition (2).

In the event of the grantee refusing to remove the buildings, when so directed under condition ( ) ( ) the Government may remove them and realise the cost of the removal by the sale of ~~the materials~~.

(6) In the event of the voluntary relinquishment of the land by the grantee, no compensation shall be payable for any improvements that may have been effected or other works that may have been executed on the land by the grantee at its cost.

Alienation – Land – (South Kanara) – Mangalore TK. – Altavar village – T.S. Nos 25 etc – Mangalore Ladies' Club.

From the Bd of Rev (L. Rs) Memo No. B 5837/32-4[5].

To C.S

In G.O. No. 1417 Rev. Dy 23.6.21, the Govt sanctioned the grant to the Mangalore Ladies' Club of a tenancy at will in respect of 1.18 acres of land subject to the payment of ground rent at Rs 100/- an acre and subject to conditions enabling the land to be resumed without cause shown on payment of the value of the buildings which might have been erected on the land by the Club. The lease deed as approved by Govt was executed on 31.10.22 and is at pp 90-94 of Collr's R. Deeds No 1 of 1922

2 In April 1928, the Govt asked the Bd to report whether the Club was willing to exchange the present title and to have the land alienated to it subject to the payment of ground rent at Rs 6-4-0 an acre and subject also to the usual conditions of alienation. In his letter Dy 14.6.28, the Collr

~~asked~~ the Club whether it was willing to accept the alienation of the land subject to the conditions mentioned therein. The Club agreed to leave the land alienated to it but refused to accept clause (c) of condition (1) and condition (3). As the Collr and the B.R. recommended that all the usual conditions should be enforced the Govt considered that the proper course was to let the existing tenancy continue.

3. The Hony Secy of the Club has applied for a reduction of the rent from Rs 100/- an acre to Rs 6-4-0 an acre in respect of the land occupied by the Club. In the circumstances stated in his letter dt 14.10.32 the Collr recommended that the present

clear to the club that no assurance could be given that in either case its request would be allowed. The DC reports that the club desires to have the land on the same terms as those of the Nalaila Sabha and to be exempted from the payment of ground rent as in the case of that Sabha. The DC does not consider ~~the~~ the rate of Rs 6-4-0 an acre to be burdensome. The BD recommends that the land may be alienated to the club on the same terms as those imposed in the case of the Nalaila Sabha and subject to the payment of ground rent at Rs 6-4-0 an acre. The club has agreed to pay the ground rent at this rate. The BD suggests that the existing buildings may be considered to have been constructed with the permission of the Govt.

4 Of the 5 conditions imposed in the case of the Nalaila Sabha, conditions (ii) and (iii) are not applicable to the present case as in this case the buildings have already been constructed and the value of the tree-growth on the land

immuting & Re 0-12-6 is reported to have
een paid by the Club. Condition (iv) is
ot complete as compared to the
orresponding condition now usually
mposed

Of the usual conditions mentioned by the
Mr in 1928, the Club did not accept
ly conditions (1)(c) and (3) as it
as not prepared to lose the benefit
the condition in the tenancy-at-will
roviding for the payment of the value
the buildings and the well by
ecepting an alienation under the
erms of which the land might at any
ime be resumed and the grantee
ired to remove the buildings

and if provision is made for payment of compensation for the buildings and the well now existing on the land, it is presumed that the Club will have no objection to the alienation of the land subject to the other usual conditions. A draft of the conditions which may be imposed in the present case is put up at flag (L). It is for orders whether the land will be alienated subject to these conditions and subject to the payment of ground rent at Rs 64 can are desirable at resettlement. After orders are passed, the Bd. will be asked to obtain the consent of the Club to the conditions at (L) and to submit the necessary alienation statement. (It may be necessary to obtain the sanction of the Govt of India if the present market value of the land exceeds Rs 10000/-)

6 The present value of the buildings existing on the land is reported to be Rs 10000/- The proposal involves the payment of this sum in the event of the resumption of the land with the

buildings thereon. As the Gaol are already liable under the terms of the existing lease to pay the value of the buildings, it does not seem necessary to send the file to Fin

clause 2 of the Lessee's covenant on page (6)

2-3-33

3.3.33

2. Even so, no doubt abrogation under 1930.24 would be ~~by~~ legitimate in reasonable terms. But the question is whether Govt. thus reduce the rent from Rs. 100 an acre to Rs. 6.4.0 an acre, restrict their powers of resuming the land, and dispense with cl. 4(c) in (d) thus binding themselves to pay for the buildings those now on the land & those likely may be erected in future / an assumption.

If this Club would abrogate with this restriction in place of the present tenancy - with the right to hold claim to hold the land in a purely nominal rent -

	Date.
When received for Fair-copying.	
When copied ..	
When examined ..	
When signed ..	
When despatched ..	

Dp 28-11-33

18/11/33

READ AGAIN G.O. No. ....., dated 19

" " " " ..... " 19

READ ALSO :—

C No. 798-F/ From the Board of Rev., (L.R & S), Ref., No.B.5837/32-4, dated 23-2-33. 19

" " ..... " " ..... " ..... " 19

" " ..... " " ..... " ..... " 19

ORDER. No. 448 dated 11-3-1933

Ms. close 9pp 14/3/33 / This grounds on which a concession was claimed for the Mahila Sabha were correct;

The Government observe that the Mangalore Ladies' Club is ~~more or less~~ ~~a Social Club and is~~ not an institution of the same type, ~~as the Mahila Sabha.~~

They consider that if the Club wishes to have the ~~land alienated to it with~~ ~~nominal rent~~ ~~the restriction that Government should~~ alienation should apply. ~~bind themselves to pay for the buildings~~ ~~in the event of resumption, it should no~~ ~~claim to hold the land on a purely~~

Seen, remarks on P 6 ante

to have the land free of grants-rent or

— do — on P 7 ante

(1) To the Board of Revenue (L.R & S)

(with Collr's R.Dis.No.1 d/ 4-11-22, D.Dis.3905 dated 14-6-28 and D.Dis. 9531 dated 27-11-27 returned).

(IV) (III) (V)

(2) Ledger for file.

G.O. No. MS. 448,

From the Board of Revenu Land Revenue [illegible]
5837/32-4 dated 23.2.1933.

n which a

The Government observe that if the re correct, the concession was claimed for the Mahila Sabh of the same type. Mangalore Ladies' Club is not an instit They consider that if the Club wishes ave the land free of ground rent or to have the ground re educed to a nominal sum, the ordinary conditions of alienat should apply. The Govern- ment are not prepared to alienat e land on the terms suggested.